

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

In re:

Elena Higginbotham & Joseph A. Higginbotham,

Bankruptcy No. 09-10309-JAF
Chapter 7
Judge Jerry A. Funk

FIA Card Services, N.A. (f.k.a. MBNA America
Bank, N.A.),

Plaintiff,

vs.

Elena Higginbotham,

Defendant.

ADV. NO. 10-00125-JAF

NONDISCHARGEABLE JUDGMENT

Based upon the Stipulation of the Parties, referenced as document #6, IT IS HEREBY
ADJUDGED AND DECREED:

1. The sum of **\$3,000.00** owed by the Defendant to Plaintiff is found to be nondischargeable and Plaintiff is granted judgment against Defendant in this amount.
2. The non-discharged sum of **\$3,000.00** shall be paid as follows: **the sum of \$100.00 per month, each month for 30 months, commencing 05/01/2010**. The remaining payments shall be due on the same day of each month thereafter. While not in default, such principal shall not bear interest.

3. Payments are to be made to:

Accounts Receivable
Attn: FIA Card Services, N.A. (f.k.a. MBNA America Bank, N.A.)
WEINSTEIN & RILEY, P.S.
P.O. Box 3978
Seattle, WA 98124
INCLUDE ACCOUNT NUMBER ON PAYMENTS

Plaintiff or its agents may send monthly bills and invoices as a courtesy reminder to Defendant.

4. In the event Defendant defaults in payments, Plaintiff shall be entitled to declare the sum of **\$3,000.00**, plus any interest, immediately due and payable, together with Plaintiff's reasonable attorneys' fees and costs incurred.
5. Defendant acknowledges and stipulates that if Defendant fails to make any payment as agreed, the remaining **\$3,000.00**, less any payments made, shall bear interest at twelve percent (12%) per annum until paid or otherwise satisfied. However, no interest will accrue so long as payments are kept current.
6. Plaintiff will refrain from pursuing its rights under this agreement so long as Defendant continues to make payment on a regular, timely basis. If Defendant defaults, however, Plaintiff shall have the right to pursue any legally available remedy, including (but not limited to) garnishment of wages or bank accounts, and the filing of liens, without further notice.

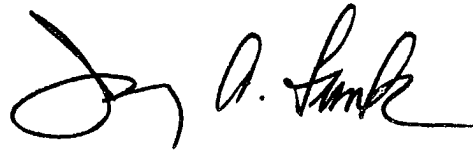
///

///

///

7. The parties shall pay their own attorney fees and costs in this matter.

Dated: April 27, 2010



Jerry A. Funk

United States Bankruptcy Judge

Furnished copies to:

Kenneth S. Jannette 0062211
Weinstein & Riley, P.S
14 Penn Plaza, Suite 1300
New York, NY 10122
800-206-7410

Eugene H. Johnson
Attorney At Law
300 W Adams Street Suite 350
Jacksonville, FL 32202

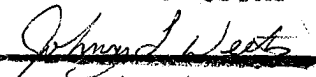
Trustee
Aaron R. Cohen
P.O. Box 4218
Jacksonville, FL 322014218

Joseph A. Higginbotham
1980 CR 13A North
Saint Augustine, FL 32092

U.S. Trustee
United States Trustee - JAX7
135 W Central Blvd Suite 620
Orlando, FL 32801

Elena Higginbotham
1980 CR 13A North
Saint Augustine, FL 32092

I certify the foregoing to be true
and correct copy of the original.
CLERK OF COURT
U. S. BANKRUPTCY COURT

By: 
Dated: 4/29/10

RECORDED IN THE US BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF FLORIDA,
JACKSONVILLE DIVISION
S.B. VOL. 52, NO. 7353